

RESOLUTION
of the
BOROUGH OF NEW PROVIDENCE
Resolution No. 2018-054

Council Meeting Date: 01-22-2018

Date Adopted: 01-22-2018

TITLE: RESOLUTION ACCEPTING BID AND APPROVING LEASE
AGREEMENT FOR THE PREMISES KNOWN AS 1243 SPRINGFIELD
AVENUE, NEW PROVIDENCE, NJ 07974

Councilperson Kapner submitted the following resolution, which was duly seconded by
Councilperson Muñoz.

WHEREAS, sealed bids were sought for the leasing for office purposes of a portion of premises known as 1243 Springfield Avenue, Block 50, Lot 14.01 on the Tax Map of the Borough of New Providence; and

WHEREAS, sealed bids were to be opened on Wednesday, January 17, 2018, and one (1) bid was received from Lassus Wherley & Associates, P.C., and is hereby accepted by the Governing Body of the Borough of New Providence; and

WHEREAS, the term of this Lease shall be for a period of not less than five (5) years, and not more than ten (10) years commencing January 1, 2018; and

WHEREAS, the tenant shall pay to the landlord as rent for the premises the sum of \$62,040.00 for the first year, payable in equal monthly installments of \$5,170.00; and

WHEREAS, the total rent along with the monthly payment would be increased by the CPI on January 1, 2019, and thereafter increased in a similar manner on the first of January in each succeeding year.

NOW, THEREFORE, BE IT RESOLVED, by the Mayor and Council of the Borough of New Providence, County of Union, State of New Jersey that a Lease for office purposes of a portion of the premises known as 1243 Springfield Avenue, Block 50, Lot 14.01 on the Tax Map of the Borough of New Providence be awarded to Lassus Wherley & Associates, P.C., and they do further authorize and direct the Mayor and Borough Clerk to execute the Lease in the form as attached as Exhibit A on behalf of the Borough of New Providence.

This Resolution shall take effect immediately.

APPROVED, this 22nd day of January, 2018.

RECORD OF VOTE

	AYE	NAY	ABSENT	NOT VOTING
GENNARO	X			
GEOFFROY	X			
KAPNER	X			
MADDEN	X			
MUÑOZ	X			
ROBINSON	X			
MORGAN			TO BREAK COUNCIL TIE VOTE	

I hereby certify that the above resolution was adopted at a meeting of the Borough Council held on the 22nd day of January, 2018.

Wendi B. Barry, Borough Clerk

NOTE: PLEASE DO NOT SEPARATE

RETURN ENTIRE BID DOCUMENT

BIDDER Lassus Wherley & Associates, PC

ADDRESS 1 Academy Street, New Providence, NJ 07974

TELEPHONE 908-464-0102

BOROUGH OF NEW PROVIDENCE

UNION COUNTY

NEW JERSEY

NOTICE TO BIDDERS, INSTRUCTIONS TO BIDDERS

AND BID PROPOSAL FOR

1243 SPRINGFIELD AVENUE LEASE

Allen Morgan, Mayor
Gary Kapner, Council President
Michael Gennaro, Councilman
Armand Galluccio, Councilman
James Madden, Councilman
Robert Munoz, Councilman
Robert Robinson, Councilman

Douglas R. Marvin, Borough Administrator

December 2017

INDEX OF DOCUMENTS

- I. NOTICE TO BIDDERS
- II. INSTRUCTIONS TO BIDDERS
- III. BID CHECKLIST
- IV. BID PROPOSAL
- V. DISCLOSURE STATEMENT
- VI. APPENDIX WITH PROPOSED LEASE

NOTICE TO BIDDERS
BOROUGH OF NEW PROVIDENCE
UNION COUNTY, NEW JERSEY

Notice is hereby given that sealed bids will be received by the Borough of New Providence, County of Union, State of New Jersey at the Borough Clerk's Office, Municipal Building, 360 Elkwood Avenue, New Providence, New Jersey 07974 on Wednesday, January 17, 2018 at 10:00 A.M. eastern standard time and at that time and place publicly opened and read aloud for the following bid:

The leasing, for office purposes, of a portion of the premises known as 1243 Springfield Avenue, Block 50, Lot 14.01 on the Tax Map.

Bids may be submitted via mail, or in person, in accordance with the following instructions:

A. By submitting said bid in a sealed opaque envelope, bearing the name and address of the bidder and clearly marked "Lease of 1243 Springfield Avenue" and mailed to Wendi B. Barry, Borough Clerk at the aforesaid address. Such mailed bid must be received prior to date and time affixed for its opening.

B. By delivering said bid personally by hand in a sealed opaque envelope bearing the name and address of the bidder and clearly marked "Lease of 1243 Springfield Avenue" to the Borough Clerk, at the aforesaid address, date and time immediately prior to the bid opening.

Responsibility for such timely delivery is upon the person, or firm, submitting the bid.

The Lease of the described premises shall be in accordance with the Instructions to Bidders, including proposed form of lease and Bid Proposal, which may be examined and obtained at the Office of the Clerk, Municipal Building, 360 Elkwood Avenue, New Providence, New Jersey 07974. Telephone 908-665-1400, on normal business days, Monday through Friday, 8:30 A.M. to 4:30 P.M.

Bidders shall use the prepared proposal forms and associated documents and must enclose same in a sealed envelope properly labeled and addressed as denoted above.

The Borough of New Providence will not accept bids less than \$5,100.00 per month for the initial year of the lease.

The Borough of New Providence hereby reserves the right to reject any or all bids and to award the lease to the highest responsible bidder and to waive minor defects in any bid.

WENDI B. BARRY
Borough Clerk

II.
BOROUGH OF NEW PROVIDENCE
UNION COUNTY, NEW JERSEY

Bid Specifications
1243 SPRINGFIELD AVENUE LEASE
SECTION 1.0
INSTRUCTIONS TO BIDDERS

- 1.1 Scope of Lease:** The Borough of New Providence, New Jersey, is seeking written proposals for a lease agreement whereby the lessor will lease the premises known as 1243 Springfield Avenue, Block 50, Lot 14.01, as more particularly described in the Notice to Bidders and the Proposed Form of Lease, attached hereto.
- 1.2 Obligation of Bidder to Inspect the Premises:** Bidders shall, and hereby are directed to, inspect the any and all portions of the premises and any facilities of the Borough which may be relevant to the proposal set forth in these specifications and which may impact in any way on the bidder so that the bidder might make his, her or its own judgment with respect to all of the circumstances affecting the cost and the nature of the work to be performed. Any information provided by the Borough of New Providence herein is approximate and is not to be taken as binding. Bidders assume all patent and latent risks in connection therewith.
- 1.3 Specifications:** Bidders are advised to carefully examine the General and Detailed Specifications for the proposed lease and make their own independent evaluation and judgment with respect to the circumstances affecting the cost and the manner of their performance.
- 1.4 Condition of Premises:** The Borough of New Providence does not make any representations or warranties in connection with any of the premises which will be subject to the lease. The premises is leased in "as is" condition. The lease is further subject to the terms and conditions set forth in the Proposed form of Lease attached hereto.
- 1.5 Preparation of Bids:** Each bidder must submit a bid for the entire amount called for in the various specifications and contract documents which form a part of this proposal. The failure to conform to this requirement will result in the classification of a bid as "irregular" and will render the bid subject to rejection. The attachment of any conditions, limitations or ancillary provisions by a bidder to his/her proposal will cause a similar classification and have a similar effect.

All bids must be submitted on the bid form. All bids must be submitted in sealed envelopes bearing on the outside the name and address of the bidder, addressed to:

**Borough Clerk
Borough of New Providence
Municipal Center
360 Elkwood Avenue
New Providence, NJ 07974**

and clearly marked:

"1243 Springfield Avenue Lease

All documents, Affidavits and other information accompanying the bids shall be contained in the bid envelope. All bids must be submitted in a sealed envelope on or before **Wednesday January 17, 2018 at 10:00 AM** eastern standard time to Wendi B. Barry, Borough Clerk, Municipal Center, 360 Elkwood Avenue, New Providence, New Jersey 07974. **No bid will be accepted after the time and date specified, and any bids received after that time and date will be returned unopened to the bidder. Any bid not submitted in a sealed envelope will not be accepted and will be returned to the bidder.**

The Borough of New Providence reserves the right, in the exercise of its sole discretion, to reject any and all bids whenever the Borough Council determines that the rejection of the bid or bids is in the best interest of the Borough of New Providence. It likewise reserves the right to waive any non-conformity with respect to any bid or any error with respect to the same which does not constitute a substantial departure from the General Detailed Specifications herein set forth. The determination of whether an error or departure is one of substance rests within the sole discretion of the Borough of New Providence.

1.6 Signature of Bidder: The firm, corporation, or individual name of a bidder must be manually signed in ink in the space provided on the bid form. In the case of a corporation, the title of the officer signing on behalf of the corporation must likewise be stated and proof shall be provided that the officer is authorized to sign on behalf of the Corporation. In the case of a partnership, the signature of at least one partner must follow the firm name together with an indication that the signature is that of a partner. In the event that some other agent of the proprietorship submits or executes a bid for the firm, he/she shall attach thereto a notarized statement executed by the proprietor which designates him/her as an agent of the proprietorship authorized to execute and submit the bid in question.

- 1.7 **Bidder's Affidavit:** Each Bidder shall execute and deliver to the Borough of New Providence at the time of the submission of the bid, the Bidder's Affidavits on the forms attached hereto.
- 1.8 ~~Affirmative Action Affidavit: Each bidder will complete, sign and deliver, at the time of the submission of the bid an Affirmative Action Affidavit on the form specified.~~
- 1.9 ~~Affidavit of Non-Collusion: Each bidder will complete, sign and deliver, at the time of the submission of the bid an Affirmative Action Affidavit on the forms specified.~~
- 1.10 **Withdrawal or Modification of Bid Prohibited:** No proposal may be withdrawn, altered or otherwise modified after it has been duly deposited with or at the office of the Borough of New Providence.
- 1.11 **Interpretation:** No interpretation of the meaning of the Instruction to Bidders, General or Detailed Specifications or other contract documents will be made to any bidder. Supplemental instructions, if any, will be made in the form of a written addendum to this proposal, which, if issued, will be mailed to all parties of record having received specifications. Failure of any bidder to receive any addendum shall not relieve the bidder of any obligation under his/her or its bid as submitted nor from any obligation to conform to the requirements herein or in any addendum set forth. Any and all addenda shall be signed by a bidder and returned as a part of the bid.
- 1.12 **Award of Lease:** Acceptance of the bids on the Lease will be made on or before the second regular meeting of the governing body, or within such other time as may be permitted by law, following the opening of bids, and may be awarded to the highest responsible bidder whose bid complies in all respects with the requirements as stated herein. The Borough of New Providence reserves the right to reject any or all bids if the governing body determines that it is in the interest of the Borough to do so. The Borough also reserves the right to reject any bid where a bidder fails to furnish any of the documents required to be filed with the bid, or fails to furnish any pertinent information required or misstates or conceals any material fact or when the Borough determines that a Bidder is not responsible. After bids have been opened and studied, the Borough reserves the right to choose that bid which it believes meets the best interests of the Borough, provided the bid complies in all respects with the requirements as set forth herein. The governing body of the Borough of New Providence shall determine

whether a bidder is responsible and may require a bidder to submit additional documentary evidence to support the statements made by a bidder or its qualifications.

- 1.13 Terms of Lease:** The lease awarded hereunder shall be as is set forth in the Proposed Form of Lease found in item IX, Appendix, attached hereto.
- 1.14 Bid:** Each bidder will submit his/her or its bid on the Bid Form included in and made a part hereof
- 1.15 New Jersey Corporate Status:** All bidders are advised that the Borough will verify corporate status with the New Jersey Secretary of State and that no contract will be awarded to any Corporation whose charter or authorization to do business in the State of New Jersey has been suspended or revoked.
- 1.16 Law Against Discrimination:** All Borough contracts prohibit the successful bidder from discrimination in the hiring of persons who are qualified and available to perform work to which the contract relates by reason of race, creed, color, national origin, ancestry, or sex, in accordance with N.J.S.A. 10:2-1 through 10:2-4, including all amendments thereof. All bidders shall comply with the New Jersey Law Against Discrimination and all applicable regulations relative to affirmative action requirements.
- 1.17 ~~Affirmative Action and Non-Collusion Statements:~~** ~~All bidders shall comply with the Affirmative Action Regulations adopted by the Treasurer of the State of New Jersey and applicable to all contracts with public agencies in the State of New Jersey. All bidders are notified that there is mandatory Affirmative Action language that must be included in all contracts. A copy of that language is attached to the bid specifications.~~
- 1.18 Disclosure Statement:** All bidders shall complete and sign the Disclosure Statement relating to conflict of interest and setting forth all ownership interests in the bidder in accordance with the following standards:

No corporation or partnership shall be awarded any contract nor shall any agreement be entered into for the performance of any work or the furnishing of any materials or supplies, the cost of which is to be paid with or out of public funds unless prior to the receipt of the bid or accompanying the bid, of the corporation or

partnership, there is submitted a statement setting forth the names and addresses of all stockholders in the corporation or partnership who own 10% or more of its stock, or any class or of all individual partners in the partnership who own a 10% or greater interest therein, as the case may be. If one or more stockholders or partners is/are a corporation or partnership, the stockholders holding 10% or more of that corporation's stock, or the individual partners owning 10% or greater interest in that partnership as the case may be, shall also be listed. The disclosure shall be continued until names and addresses of every non-corporation stockholder, and individual partner, exceeding the 10% ownership criteria has been listed.

Failure to comply with the disclosure requirements will constitute good cause for the rejection of the bid submitted.

- 1.19 Indemnification of the Borough:** The successful bidder (Lessee) shall indemnify and save the Borough of New Providence harmless from and against all suits, claims, actions, or judgments for any injury or damage sustained or alleged to have been sustained by any part or parties by reason of the Lessee tenancy or by or on account of any act of omission or commission of any Lessor's their agents, employees and Lessees; and, in case any action shall be brought against the Borough, the Lessee shall immediately take charge of and defend same at his/her, its or their own cost and expense. The Borough may, if it so desires, defend the action and charge the expense of defense to the Lessee.

Addendum to Specifications: In the event that any clarification is determined to be necessary by the Borough Administrator of the Borough of New Providence, an Addendum to these specifications will be issued and will be mailed by regular mail to each potential bidder who has requested a copy of these specifications.

- 1.20 Bidder Responsibility for Addendum:** All potential bidders are advised that they will be held responsible for any Addendum, whether or not they actually receive the Addendum.

- 1.21 FOR CORPORATIONS ONLY:** Submit a Proof that the individual submitting the Bid is authorized to do so on behalf of the Corporation. Adequate proof shall include [a] Certified Copy of a Resolution Adopted by the Board of Directors Authorizing the Submission of the Bid and Authorizing the Appropriate Officer to Execute the Bid on Behalf of the Corporation or [b] an Affidavit submitted by a Corporate Officer that the individual submitting the bid is authorized to do so on behalf of the Corporation.

See next page.

UNANIMOUS CONSENT OF DIRECTORS
IN LIEU OF SPECIAL MEETING OF DIRECTORS
OF
LASSUS WHERLEY & ASSOCIATES, P.C.

The undersigned, being all of the directors of Lassus Wherley & Associates. P.C., a professional corporation of the State of New Jersey, (herein after the "Company") do hereby take the following action in connection with the business affairs of the Company in the form of the following resolution which shall deem to be effective December 31, 2017.

NOW, THEREFORE IT IS RESOLVED that the Company shall elect to renew the lease for the current premises at 1 Academy Street and 1243 Springfield Avenue, New Providence New Jersey 07974.

Clare E. Wherley, Vice President and CEO is authorized to execute the bid on behalf of the corporation.

The undersigned, by affecting their signature hereto, effective December 31, 2017, do hereby consent to, authorize and approve the foregoing action in their capacity as the directors of Lassus Wherley & Associates, P.C.



Diahann W. Lassus, Director



Clare E. Wherley, Director

Sworn to and subscribed
before me this
15 day of Jan, 2018


BETTY S. THOMAS
NOTARY PUBLIC OF NEW JERSEY
My Commission Expires 12/28/2022

**SECTION 2.0
GENERAL SPECIFICATIONS**

Bidders are hereby advised that upon the award of the Lease, all items, conditions, provisions and procedures set forth in the Notice to Bidders, Instructions to Bidders, and the Specifications both General and Detailed and all forms and affidavits pursuant thereto shall be a part of the Lease. Except as may otherwise hereinafter be set forth, the term "lessee" shall mean the highest responsible bidder to whom the Lease has been awarded and has executed and delivered the Lease to the Borough of New Providence.

- 2.1 Obligations of the Lease:** The Lessee shall, at his/her or its own cost and expense, and in strict conformity with the lease annexed hereto annexed specifications, perform all obligations and duties thereunder.
- 2.2 Notice to the Lessee:** The residence or place of business designated in the bid or proposal upon which the Lease is founded is hereby designated as a place at which all notices, letters, and other communications shall be served, and to which all notices, letters and other communications shall be mailed or delivered. All notices specifically mentioned herein and all other communications of any kind which may of necessity be hereafter dispatched may be sent by regular mail, and the Lessee shall be deemed to have received the notice. If the document in question has been addressed to the Lessee at the aforesaid address and has been deposited in a post-paid wrapper in any Post Office Box regularly maintained by the United States Post Office Department, the date of service of the Notice or other communication shall be the date on which the same was so deposited in the United States Mail. Nothing herein contained shall be deemed to preclude or render inoperative the service of any notice, letter or other communication upon the Lessee personally, it being agreed that personal service, while not required, is superior to the general mode of service, by mail as prescribed herein.
- 2.3 Insurance:** Lessee shall take out and maintain during the term of the Contract, at Lessee's own expense, the policies of insurance designated in the Proposed Form of Lease attached hereto.
- 2.4 Payments to the Borough:** All payments shall be made in accordance with the terms in the Proposed Form of Lease.

See next
page.

- 2.5 Assignment:** Neither the Lease nor any portion thereof, nor any of the obligations thereunder, may be assigned, sublet, or transferred to any person, firm or corporation, except upon the prior written consent and approval of the Borough. Any assignment shall not release the successful bidder from any liability under the Lease.
- 2.6 No Waiver of Lease:** No violation, breach, or failure of performance shall be deemed to be waived by the Borough because of payment, nor shall there be deemed to be a waiver by the Borough of its right to cancel the Lease for repeated and continued violations that shall constitute bad and unsatisfactory performance which shall impair the health and welfare of the public, nor shall it operate to void or annul any of the other terms and conditions herein contained.

**SECTION 3.0
DETAILED SPECIFICATIONS**

- 3.01 1243 Springfield Avenue Lease - Minimum Bid:** Bidders will be responding to the Proposed Form of Lease which is attached hereto and is made a part hereof. The minimum acceptable bid will provide for a payment to the Borough of New Providence during the initial year of the Lease at the rate of at least Five Thousand One Hundred (\$5,100.00) Dollars per month.

III.

**BOROUGH OF NEW PROVIDENCE
BID CHECKLIST**

- 1. Bid Proposal Sheet
- 2. Disclosure Statement

**ALL ITEMS WHICH ARE CHECKED MUST BE INCLUDED WITH YOUR BID PROPOSAL OR YOUR BID
MAY BE REJECTED**

IV.

BOROUGH OF NEW PROVIDENCE

1243 SPRINGFIELD AVENUE LEASE

BID PROPOSAL

Signature: Clare E. Wherley

Name: Clare E. Wherley

Title: Vice President and Chief Executive Officer

Name of Company: Lassus Wherley & Associates, P.C.

Address: 1 Academy Street

New Providence, NJ 07974

Phone: 908-464-0102

Date: January 15, 2018

BID AMOUNT

TOTAL BID AMOUNT: \$ 62,040.00

INITIAL MONTHLY RENT

Five thousand one hundred and ninety dollars \$ 5,170.00
(WRITE IN WORDS) (FIGURES)

EQUIVALENT ANNUAL RENT (FIRST YEAR) (WRITE IN WORDS)

Sixty two thousand two hundred and eighty dollars \$ 62,040.00
(WRITE IN WORDS) (FIGURES)

V.

BOROUGH OF NEW PROVIDENCE

DISCLOSURE STATEMENT

Reference: N.J. Laws of 1977, Chapter 33

Stockholders in the corporation or partnership who own 10% or more of its stock, of any class:

Clare E. Wherley

25 Oechsner Court, Berkeley Hgts NJ 07922

Diahann W. Lassus

28201 L. Burton Fletcher, Bonita Springs FL 34135
25 Oechsner Court, Berkeley Hgts NJ 07922

OR: All individual or partners in the partnership who own 10% or greater interest therein:

NAMES

ADDRESSES

OR: If one or more stockholder or partner is itself a corporation or partnership, all stockholders owning 10% or more of that corporation's stock, or the individual partners owning 10% or greater interest in that partnership, as the case may be:

NAMES

ADDRESSES

This Statement must be submitted with the bid documents. Attach additional pages as needed in order to provide a full and complete statement. Failure to complete and submit this Statement will result in rejection of the bid.

VI.

BOROUGH OF NEW PROVIDENCE

APPENDIX

A. Proposed Form of Lease with Exhibits

**CONSULT YOUR LAWYER BEFORE SIGNING THIS LEASE.
IT HAS IMPORTANT LEGAL CONSEQUENCES**

BUSINESS LEASE

The Landlord and Tenant agree to lease the Rental Space for the Term and at the Rent stated, all in accordance with the following agreement:

THIS LEASE AGREEMENT, made the _____ day of _____

BETWEEN

The BOROUGH OF NEW PROVIDENCE, a Municipal Corporation of the State of New Jersey, with principle offices in the Municipal Complex, 360 Elkwood Avenue, in the Borough of New Providence, County of Union and State of New Jersey, hereinafter designated as the Landlord.

AND

_____, with principle offices at _____, in the _____ of _____, County of _____ and State of _____ hereinafter designated as the Tenant

WITNESSETH

1. The Landlord does hereby lease to the Tenant and the Tenant does hereby rent from the Landlord the following described premises:

That portion of Lot 14, Block 50, on the Official Tax Map of the Borough of New Providence, lying within the area bounded on the south by the northerly sideline of Springfield Avenue, on the west by the easterly sidelines of the present Central Business District, on the north by a line 150', distant from and parallel to the southerly sideline of Elkwood Avenue and on the east by the westerly sideline of Academy Street.

A deed delineating said demised premises as a portion of the First Tract therein is attached as Exhibit A.

2. The term of this lease shall be for a period of not less than (5) five years nor more than ten (10) years, commencing upon the date of the Notice to Occupy and Commencement of Lease to be given by the Landlord to the Tenant which said notice shall be incorporated in and become a part of this lease. Referenced notice from the Landlord to the Tenant to occupy and commencement of lease shall be given ninety (90) days after all necessary municipal, county and state approvals, including site approval have been obtained in accordance with the terms of this lease hereinafter stated.

3. In the event, for any reason whatsoever, municipal, county or state approvals which are necessary for the use intended by the Tenant are not granted on or before March 1, 2018, then and in that event, either party to this lease may unilaterally declare the lease to be terminated and the obligations of the Landlord and the Tenant to each other shall become thereupon null and void. This lease or any memorandum of it shall not be recorded by either party pending service of the Notice to Occupy and Commencement of Lease above referenced.

4. Space shall be strictly limited to that of offices, including all facets of business normally related to such usage. In all events, the Tenant shall not operate the building for general public business purposes between 12:00 a.m. and 7:00 a.m. on any day. It being further agreed that Tenant shall have the right to use the premises for its proper purposes seven (7) days per week.

5. The Tenant will not occupy the building or use same under the terms of this lease until Tenant is in receipt of the Notice to Occupy and Commencement of Lease above referenced.

6. The Tenant shall be solely responsible at its own cost and expense to obtain all necessary municipal, state and county approvals for Tenant's intended use of the building at said site including, but not limited to, approval by the Board of Adjustment of the Borough of New Providence within the time above stated.

7. The Tenant covenants and agrees to pay to the Landlord as rent for and during the term, the sum of in the following manner: The sum of within ten (10) days of receipt of the Notice to Occupy and Commencement of Lease representing the first month's payment of said rent and thereafter monthly in the same amount on or before the first day of each succeeding month during said term.

Said rent during the term of this lease shall be escalated in accordance with the following:

Commencing with the first anniversary of the lease term, the Tenant shall pay additional rent to the Landlord determined as follows: The percentage increase of the cost price index published all items northeast published by the United States Department of Labor as measured from December 31, 2017 to December 31, 2018 shall be determined and the rent increased by that determined percentage of the existing monthly rent which payment will be increased by such percentage commencing with the monthly rental payment due January 1, 2019. Thereafter, the rent shall be increased in a similar manner, based upon the percentage increase of the cost price index measured from January 1st to December 31st of each succeeding year, with said rental increase to be implemented with the monthly payment due on January 1st of each year.

In clarification of this provision, it is understood and agreed that the first increase in monthly rental payment based upon percentage increase of the cost price index shall not occur until January 1, 2019.

8. In addition, if levied, the Tenant shall pay to the Landlord an amount equal to the real estate tax liability incurred by the Borough to the County of Union by reason of Tenants private use of public property. Said amount shall be paid by the Tenant to the Landlord within thirty (30) days of billing. Tenant shall be furnished a copy of the County Assessment Levied, if any in connection with this charge.

9. Tenant is to be responsible for all maintenance, repairs, and improvements, exterior and interior, during the terms of this lease. In this connection, the Borough shall have the right to inspect said premises through its construction official or other official designated by it semi-annually during the term of this lease during normal business hours upon forty-eight (48) hours' notice to the Tenant. In the event, for any reason, Tenant in the opinion of the Landlord is not maintaining said premises in accordance with an appropriate standard of safety and with due care for the preservation of the structures involved, then in such event the Landlord may give written notice to the Tenant of such deficiency and Tenant will promptly ensure correction thereof. In the event Tenant disagrees with the required corrections Tenant and Landlord will meet and attempt to arrive at a settlement of such issue, but if they are unable to resolve said matter, then the dispute shall be referred to (name of Engineering Company to be inserted) and the determination of that engineering company shall be final and both Landlord and Tenant shall be bound thereto and Tenant shall promptly make required repairs. In the event Tenant fails to make such repairs or to correct such conditions, then in that event, the Landlord, in its sole and exclusive option, may declare this Lease null and void and all obligations of the Landlord shall be terminated and Tenant shall promptly vacate said premises.

Anything in paragraph 9 to the contrary notwithstanding, Tenant shall not be in default under this lease for failure to maintain the premises, nor shall Landlord have the right to declare this lease null and void on account thereof, unless and until Tenant has failed to make any repairs or to correct such conditions as are the responsibility of Tenant within a period of thirty (30) days after notice by Landlord to Tenant of the need for same; provided, however, that such period of thirty (30) days shall be extended for as long as reasonably necessary for Tenant to effect the repairs or correct the conditions if Tenant shall have diligently commenced the repair or correction within the initial thirty days and shall thereafter diligently prosecute same to completion.

10. It is the intention of the parties that the exterior decor of the building as it presently exists is to be maintained in its historical perspective. Therefore, no changes, alterations or improvements in either the interior or exterior portions of the demised premises will be made by the Tenant without the written permission of the Borough Administrator. Likewise, the exterior of the building including grounds will be maintained in a suitable condition for its historical heritage to the community and acceptable to the Borough Council. In the event a dispute arises between the parties, said dispute shall be referred to the firm designated above for resolution in accordance with the terms above stated. Additionally, the exterior portion of the property may be used by the Borough of New Providence for the purpose of overflow accommodation of community events held in Centennial Park. Further, access through the parking areas by the New Providence EMS or Borough employees is permitted.

11. Commercial signs by the Tenant shall be allowed in a manner only consistent with the sign ordinance of the Borough of New Providence as incorporated in the zoning ordinance. The Borough shall have the right to maintain upon the grounds herein demised an appropriate historical marker designating for the public the historical significance of the building which said marker shall not be obtrusive to the permitted signs of the Tenant.

12. Certified cost verified by trade bills for all capital improvements made during the term of the lease are to be furnished to the Landlord.

See following pages.

13. The Tenant shall not sublet the leased premises or any part thereof, provided, however, that the Tenant shall have the right to sublet the premises or part thereof to any entity which is a wholly owned subsidiary of Tenant or under the control of the Tenant and provided further that the consent of the Landlord is obtained, which consent shall not be withheld or delayed unreasonably.

14. The Landlord specifically reserves the right to extend its public right of way from Passaic Street through to Academy Street and to use such portion of the demised premises as may be

Asset List

22-2601930

FYE: 12/31/2017 Mth: 12/31/2017

Property Description	Cost	Date In Service	Situs
Activity: FIXED ASSETS			
			LEASEHOLD IMPROVEMENTS
MASON WINDOW 1 ACADEMY	1,650.00	1/15/97	NJ
WALLPAPER 1 ACADEMY	1,245.18	1/15/97	NJ
WALLPAPER 1 ACADEMY	797.06	2/15/97	NJ
BUILT-IN DESKS	725.00	7/15/97	NJ
BATHROOM FANS	450.00	7/15/97	NJ
ROOFING & SIDING	6,100.00	10/15/99	NJ
Wiring/Electrical Improvements	4,183.47	1/15/02	NJ
Heating System Plumbing Replacement	1,372.00	1/15/02	NJ
ROOFING	8,000.00	2/15/02	NJ
ELECTRICAL WORK	1,080.00	2/15/02	NJ
PLUMBING & HEATING	1,324.65	2/15/02	NJ
CARPENTRY	1,100.00	2/15/02	NJ
ROOFING	4,850.00	2/15/02	NJ
DOHERTY ROOF REPLACEMENT	406.00	3/14/02	NJ
SCULL ROOF REPLACEMENT	1,675.04	3/16/02	NJ
BUILDING SIGNS	2,067.00	5/20/02	NJ
SCULL / WINDOWS	600.00	7/17/02	NJ
NEW WINDOWS/SCULL	2,869.70	8/15/02	NJ
BATH REMODEL	2,500.00	11/15/03	NJ
BORDER FENCE	8,440.00	12/15/03	NJ
CARPET (DEPOSIT)	3,100.00	12/15/03	NJ
BATH REMODEL	6,000.00	1/15/04	NJ
CARPET (BALANCE)	2,000.00	1/15/04	NJ
BATH REMODEL/SKULL & PLUMBING WORK	6,817.00	2/15/04	NJ
TILE FLOOR - BATHROOM	996.41	2/15/04	NJ
BATHROOM WORK	550.00	3/15/04	NJ
BATHROOM WORK	2,680.00	3/15/04	NJ
BATHROOM WORK	2,650.00	3/15/04	NJ
SHELVING: 2 OFFICES	4,400.00	5/15/04	NJ
SHELVING REAR OFFICES	4,061.00	6/15/04	NJ
CARPETING OFFICES	4,193.02	6/15/04	NJ
BUILDING LANDSCAPING	4,966.10	9/15/04	NJ
BALANCE SHELVING REAR OFFICES	1,732.00	9/15/04	NJ
ROOF - DOWN PAYMENT	11,850.00	9/15/04	NJ
ROOF - PARTIAL PAYMENT	4,000.00	9/15/04	NJ

Asset List

22-2601930

FYE: 12/31/2017 Mth: 12/31/2017

Property Description	Cost	Date In Service	Situs
PAINT BUILDING	6,000.00	9/15/04	NJ
BALANCE DUE BUILDING PAINTING	15,285.15	10/15/04	NJ
TECHO GARDEN WALL	2,780.00	11/15/04	NJ
DEPOSIT BATHROOM/K. SCULL	6,000.00	4/15/05	NJ
Window Treatments	3,500.00	4/15/05	NJ
BATHROOM RENNOVATION/K. SCULL	3,000.00	5/15/05	NJ
BATHROOM WORK - K. SCULL	8,050.00	6/15/05	NJ
BATHROOM WORK - PLUMBING TRENDS	5,907.00	6/15/05	NJ
LENNOX 6 TON A/C UNIT	16,161.00	8/15/05	NJ
4 A/C UNITS CONFERENCE ROOM	2,874.72	9/15/05	NJ
DEPOSIT OFC. SHELVING/COUNTERS	1,000.00	9/15/05	NJ
ADD ELECTRICAL OUTLETS	2,757.12	11/15/05	NJ
WORK STATION	1,468.10	3/03/06	NJ
LOWE ROOFING - REPLACE CLAPBOARD	3,200.00	9/09/06	NJ
MULVEY Lighting Fixtures	3,648.75	11/01/06	NJ
MULVEY Lighting Fixtures	3,423.04	11/17/06	NJ
MULVEY ELEC - LIGHTS & WIRING	2,231.37	12/01/06	NJ
COVE CARPET CONF-LNCH RM	2,774.75	12/08/06	NJ
RANDY SCHEETTIZE - SIDEWALKS	13,650.00	1/18/07	NJ
MULVEY ELEC	4,113.07	1/23/07	NJ
MULVEY ELEC - OUTSIDE LIGHT FIXTURES	1,262.60	2/09/07	NJ
HG EDWARDS - STORM & SCREEN WINDOWS	565.00	5/14/07	NJ
STORM WINDOWS	1,130.00	6/01/07	NJ
KITCHEN ELEC WORK - MULVEY	1,561.95	7/13/07	NJ
ELEC TRENCH & RESTORATION	1,970.00	7/17/07	NJ
KITCHEN - KEN SCULL	1,200.00	7/27/07	NJ
MULVEY ELECT - KITCHEN	565.25	8/01/07	NJ
KEN SCULL CARPENTRY - KITCHEN	2,000.00	8/16/07	NJ
KITCHEN SINK	1,162.00	9/12/07	NJ
KEN SCULL - KITCHEN	4,300.00	10/01/07	NJ
SHELVES (KEN SCULL)	2,000.00	7/31/08	NJ
PLUMBING TRENDS - FURNACE	18,695.00	7/31/08	NJ
MULVEY ELEC - MISC ELEC WORK	3,047.04	8/01/08	NJ
MULVEY ELEC - MISC ELEC WORK	1,319.91	8/06/08	NJ
GRIFFING HVAC - DUCT WORK	800.00	8/07/08	NJ
HG EDWARDS - PROVIA ENTRY DOOR	1,561.67	9/01/08	NJ
GRIFFING HVAC - DUCT WORK	1,600.00	9/01/08	NJ
KEN SCULL - MISC CARPENTRY	4,000.00	9/01/08	NJ

Asset List

22-2601930

FYE: 12/31/2017 Mth: 12/31/2017

Property Description	Cost	Date In Service	Situs
COVE CARPET	5,000.00	10/15/08	NJ
HG EDWARDS - ENTRY DOOR	3,289.33	10/15/08	NJ
MULVEY ELEC - COMPUTER ROOM	3,463.62	11/01/08	NJ
COVE CARPET	6,486.34	12/31/08	NJ
JRC SERVICE - AC	2,000.00	4/28/09	NJ
JRC SERVICE - AC	3,950.00	5/11/09	NJ
ROOFING	5,000.00	3/01/13	NJ
ROOFING	4,400.00	4/30/13	NJ
ALARM SYSTEM	2,455.65	12/31/14	NJ
ALARM SYSTEM	2,455.65	1/01/15	NJ
WILLIAMSON 6WA-210 GAS HOT WATER BOILER	6,626.25	6/30/15	NJ
SUMP PUMP	736.25	6/30/15	NJ
Air Conditioner	469.73	7/31/15	NJ
AC compressor	4,975.00	9/30/15	NJ
Flat Roof	<u>7,000.00</u>	5/01/16	NJ
Grand Total	326,302.94		
Average Cost per Year	21,753.53		

necessary to effect same including the razing of the portion of the premises leased known as the former rescue squad building. In the event the Borough exercises this option, the demised premises shall be reduced in land area and the rescue squad buildings removed from the structures of this lease. There shall in such event be no abatement of the rent.

15. The Landlord shall give possession of the rental space to the Tenant for the term. The Tenant shall take possession of and use the rental space for the purpose stated above. The Tenant may not use the rental space for any other purpose without the written consent of the Landlord. The Tenant shall not allow the rental space to be used for any unlawful or hazardous purpose. The Tenant shall obtain any necessary Certificate of Occupancy or Use Certificate permitting the Tenant to use the rental space for such use. The Tenant shall not use the rental space in any manner that results in either an increase in the rate of fire or liability insurance or cancellation of any fire or liability insurance policy on the rental space. Tenants shall comply with all requirements of the insurance companies insuring the rental space. Tenant shall not abandon the rental space during the term of this lease, or permit it to become vacant for extended period.

16. Tenant shall not permit any other person or business to use the rental space at any time except in accordance with the provisions of paragraph 15.

17. Tenant shall pay the rent to the Landlord at the Landlord's address above stated. If the Tenant fails to comply with any agreement in this lease, the Landlord may do so on behalf of the Tenant. The Landlord may charge the cost to comply including reasonable attorney's fees to the Tenant as additional rent. The additional rent shall be due and payable as rent with the next monthly rent payment. Non-payment of additional rent shall give the Landlord the same rights against the Tenant as if the Tenant failed to pay the rent.

18. The Tenant has given to the Landlord as security the amount of [one month rent]. The Landlord may deduct from the security any expenses incurred in connection with the Tenants violation of any agreement in this lease. For example, if the Tenant does not leave the rental space in good condition at the end of the term the security may be used to put it in good condition. If the amount of damage exceeds the security the Tenant shall pay the additional amount to the Landlord on demand. The security amount is to remain constant through the term. The security is not to be used by the Tenant for the payment of rent. The Landlord shall repay to the Tenant any balance remaining within a reasonable time after the end of the term. The Tenant shall not be entitled to interest on the security.

19. INSURANCE

(a) Bidder shall provide evidence and maintain the following insurance, which will be primary to any insurance carried by the Borough of New Providence

I. Commercial General Liability insurance in combined limits of \$1,000,000 bodily injury and property damage per occurrence, including contractual liability to cover Bidder's obligations under the "Indemnity" clause of this Agreement and including the Borough of New Providence as an additional insured.

II. Automobile Liability insurance in combined limits of \$1,000,000 bodily injury and property damage per occurrence, including contractual liability to cover Contractor's obligations under the "Indemnity" clause of this Agreement and including (Entity) as an additional insured.

III. Workers' Compensation and Employer's Liability insurance providing the statutory coverage afforded by New Jersey Workers Compensation Law.

IV. Excess Liability to follow form over the above referenced, General Liability, Automobile Liability and the Employers Liability section of the Workers Compensation Insurance. The limit of liability shall be \$ 2,000,000 bodily injury and property damage combined single limit per occurrence.

(b) Bidder agrees to provide certificates of insurance to the Borough of New Providence for each line of coverage. Certificates shall require Bidder's insurer to give the Borough of New Providence thirty (30) days' prior written notice of cancellation or material change in the policies and to waive the right of subrogation against Borough of New Providence. The certificates will specify the contractual and additional insured requirements noted above and will be received by the Borough of New Providence prior to the commencement of this Lease.

The insurance requirements noted above should be provided by insurance companies that have an AM Best Rating of A or higher, Class Size 8 or higher and are licensed to do business in the New Jersey.

20. The Tenant shall deliver a copy of the original policy to the Landlord with proof of payment of the first year's premium prior to the commencement of the lease. The Tenant shall deliver a renewal policy to the Landlord with proof of payment not less than fifteen (15) days before the expiration date of each policy.

21. Landlord will maintain property insurance on the building at a limit satisfactory to the landlord. Tenant will maintain property insurance on their personal property located at the premises equal to the full replacement cost of the property, loss of income insurance, and loss of rents insurance in the amount of one (1) year's rent. Landlord and Tenant agree to waive their rights of subrogation against each other for the proceeds received from their respective

insurance companies. In the event Tenant's use of the rental space makes it impossible for the Landlord to obtain and maintain fire insurance on the building in the amount and form reasonably acceptable to the Landlord, the Landlord may cancel this lease on thirty (30) days' notice to the Tenant. If due to the Tenant's use of the rental space the fire insurance rate increased the Tenant shall pay the increases in the premium to the Landlord on demand.

22. Landlord and Tenant agree that in the event the demised premises or contents are damaged or destroyed by fire or other peril covered by the insurance of either party; the rights, if any, of either party against the other with respect to such covered damage or destruction, with regard to building, contents, business interruption, rental income, and extra expense are, by mutual consent, herewith waived.

23. The Landlord shall not be liable for any damage or injury to any person or properties caused by the leak or flow of water from or into any part of the building except the stairwell leading to the basement of the rear portion of the building (old Police Department).

24. The Landlord shall not be liable for injury or damage to any person or property unless it is due to the Landlord's or Landlord's employees acts or neglect. The Tenant is liable for any loss, injury or damage to any person or property caused by the act or neglect of the Tenant or the Tenant's employees. The Tenant shall defend the Landlord from and reimburse the Landlord for all liability and cost resulting from any injury or damage due to the act or neglect of the Tenant or the Tenant's employees.

25. The Tenant has inspected the rental space and agrees that the rental space is in satisfactory condition and accepts the rental space "as is".

26. The Landlord has the right to enter into this lease in accordance with the terms of the ordinances incorporated herein by reference. If the Tenant complies with this lease, the Landlord will provide the Tenant with undisturbed possession of the rental space.

27. The Tenant shall pay for all utilities and services required for their rental space. The Landlord shall pay for no utilities and services relative to the rental space.

28. The Tenant shall;

- a) Promptly comply with all laws, orders, rules and requirements of governmental authorities, insurance carriers, board of fire underwriters, or similar groups.

- b) Maintain the rental space and all equipment and fixtures in it in good repair and appearance.
- c) Make all necessary repairs to the rental space and all equipment and fixtures in it, except structural repairs.
- d) Maintain the rental space in a neat, clean, safe, and sanitary condition, free of all garbage.
- e) Keep the walks, driveway, parking area, yard, entrances, hallways, and stairs clean and free from trash, debris, snow and ice.
- f) Use all electric, plumbing and other facilities in the rental space safely.
- g) Use no more electricity than the wiring or feeders to the rental space can safely carry.
- h) Promptly replace all broken glass in the rental space.
- i) Do nothing to destroy, deface, damage, or remove any part of the rental space.
- j) Keep nothing in the rental space which is inflammable, dangerous or explosive or which might increase the danger of fire or other casualty.
- k) Promptly notify the Landlord when there are conditions which need repair.
- l) Do nothing to destroy the peace and quiet of the Landlord, other tenants or persons in the neighborhood.
- m) Avoid littering in the building or on its grounds.

29. In addition the Tenant shall;

- a) Maintain the public areas, roof and exterior wall in good condition.
- b) Make all structural repairs unless these repairs are made necessary by the act or neglect of the Landlord or the Landlord's employees.
- c) Make necessary replacements of the plumbing, cooling, heating and electrical systems.

30. Landlord warrants that the heating system will be in good working condition at the inception of the lease.

31. Environmental Matters. Notwithstanding any other provision of this Lease, the tenant shall not be responsible to correct, cure or remediate any environmental condition, including but not limited to asbestos or other hazardous substance, except to the extent the condition resulted from the negligence or actions of the tenant, its employees or invitees and for which Tenant shall indemnify and hold harmless the Landlord from any cost, expenses or damages incurred by the Landlord on account of said actions or negligence. Except as otherwise provided in the Lease, Landlord shall indemnify and hold harmless the Tenant from a on account of any contamination or environmental conditions, including but not limited to

removal of any underground storage tanks and any contaminated soil that may be found on the property, if Tenant is required by any state, local or federal authority to correct.

32. Eminent domain is the right of a government to lawfully condemn and take private property for public use. If such eminent domain is exercised by the Borough or any other governmental agency, except for the purpose of extending public right of way as above described, then and in that event, either party may cancel this lease on thirty (30) days' notice to the other. The entire payment for the taking shall belong to the Landlord provided, however, that the Landlord shall reimburse the Tenant for the remaining life of the capital improvements made by the Tenant which, if the parties cannot agree to same, shall be determined by an expert chosen by both sides familiar with such improvements and if said experts cannot agree then an expert chosen by such experts or upon appointment or direction of a court of competent jurisdiction in the State of New Jersey.

33. The Landlord reserves the right of reentry which allows the Landlord to end this lease and reenter the rental space if the Tenant violates any agreement in this lease. This is done by eviction. Eviction is a court procedure to remove a Tenant. Eviction is started by the filing of a complaint in court and the service of a summons on a Tenant to appear in court. The Landlord may also evict a Tenant for any one of other grounds of good cause provided by law. After a court order of eviction and compliance with a warrant of removal the Landlord may reenter and take back possession of the rental space. If the cause of eviction is nonpayment of rent, notice does not have to be given to the Tenant before the Landlord files a complaint. If there is any other cause to evict, the Landlord must give to the Tenant the notice required by law before the Landlord files a complaint for eviction. The Tenant is liable for all damages caused by the Tenant's violation of any agreement in this lease. This specifically includes reasonable attorney's fees and costs. In such event, the Tenant shall also pay all reasonable expenses incurred by the Landlord in preparing the rental space for re-renting and commissions paid to a broker for finding a new tenant if applicable.

34. The Landlord grants to the Tenant the first right of refusal (not an option) to rent said rental space for an additional term of five (5) years provided that the Landlord shall determine said leased premises are not necessary for public use. In the event Tenant desires to avail itself of this first right of refusal, it must notify the Landlord in writing six (6) months prior to the expiration of the term and thereafter the Landlord shall respond within ninety (90) days. The rental payments to be made and such additions as may be necessary shall be negotiated between the parties at that time and the lease amended to incorporate said provisions.

35. All notices given under this lease must be in writing. Each party must accept and claim the notices given by the other. Unless otherwise provided by law, they may be given by personal delivery or certified mail, return receipt requested. Notices shall be addressed to the Landlord at the address written at the beginning of this lease and to the Tenant at the rental space.

36. The Landlord's failure to enforce any agreement in this lease shall not prevent the Landlord from enforcing the agreement for any violation occurring at a later time.

37. If any agreement in this lease is contrary to law, the rest of the lease shall remain in effect.

38. At the end of the term, the Tenant shall leave the rental space clean, remove all of the Tenant's property; remove all signs and restore that portion of the rental space in which they were placed; repair all damage caused by moving and return the rental space to the Landlord in the same condition as it was in the beginning of the term except for normal wear and tear but including such capital improvements shall have been made pursuant to the terms hereof. If the Tenant leaves any property in the rental space, the Landlord may dispose of it and charge the Tenant for the cost of the disposal or keep it as abandoned property.

39. The Landlord shall deliver said premises to the Tenant at the inception of the lease term in broom clean condition.

40. This lease binds the Landlord and the Tenant and all parties who lawfully succeed to their rights or take their places. It is subject to approval of the Landlord by act of its governing body, duly authorized by ordinance.

41. The parties have read this lease, it contains their full agreement, and it may not be changed except in writing signed by the Landlord and Tenant.
The Landlord and Tenant agree to the terms of this lease and in evidence thereof have caused this lease to be signed by their respective proper corporate officials.

WITNESSED:

ATTEST:

BOROUGH OF NEW PROVIDENCE, Landlord

Wendi B. Barry, Clerk

By: _____
Allen Morgan, Mayor

ATTEST:

Tenant Lassus Wherley & Associates, P.C.

As to Tenant

By: _____

DEED 011742

Prepared by: (Print signer's name below signature)

This Deed is made on **November 28** 19 **94**

[Signature]
JOHN A. KIDN

RECEIVED & RECORDED
UNION COUNTY, N.J.
94 DEC 12 AM 4:00
JOANNE PAJOPPI
REGISTRAR

BETWEEN

BOROUGH OF NEW PROVIDENCE, IN THE COUNTY OF UNION,

a municipal corporation of the state of the State of New Jersey,
having its principal office at **360 Elkwood Avenue, New Providence, NJ 07974**
referred to as the Grantor.

BOROUGH OF NEW PROVIDENCE, IN THE COUNTY OF UNION,
a municipal corporation of the State of New Jersey,

whose post office address is **360 Elkwood Avenue, New Providence, NJ 07974**
referred to as the Grantee.

The word "Grantee" shall mean all Grantees listed above.

Transfer of Ownership. The Grantor grants and conveys (transfers ownership of) the property described below to the Grantee. This transfer is made for the sum of
ONES (\$1.00) DOLLAR

The Grantor acknowledges receipt of this money.

Tax Map Reference. (N.J.S.A. 46:15-2.1) Municipality of **New Providence Borough**
Block No. **50** Lot No. **14.01 & 14.02** Account No.
 No property tax identification number is available on the date of this Deed. (Check box if applicable.)

Property. The property consists of the land and all the buildings and structures on the land in
the **Borough** of **New Providence**
County of **Union** and State of New Jersey. The legal description is:

FIRST TRACT:

- BEGINNING** at a point in the westerly side line of Academy Street, said point being distant 142.50 feet as measured southerly from the intersection of said side line of Academy Street with the southerly side line of Elkwood Avenue and running thence
- 1) South 78 degrees 37 minutes West 108.33 feet to a point; thence
 - 2) North 12 degrees 28 minutes 20 seconds West 21.00 feet to a point; thence
 - 3) South 77 degrees 31 minutes 40 seconds West 58.00 feet to a point; thence
 - 4) South 74 degrees 30 minutes West 51.25 feet to a point; thence
 - 5) South 09 degrees 44 minutes East 152.22 feet to a point; thence
 - 6) North 72 degrees 12 minutes East 127.04 feet to a point; thence
 - 7) South 09 degrees 28 minutes East 218.35 feet to a point in the northerly side line of Springfield Avenue; thence
 - 8) along said side line of Springfield Avenue, North 72 degrees 06 minutes East 109.85 feet to the intersection of said side line of Springfield Avenue, with the Westerly side line of Academy Street; thence
 - 9) Along said side line of Academy Street, North 12 degrees 24 minutes 24 seconds West 327.56 feet to the point and place of **BEGINNING.**

BEING known and designated as Lot 14.01 in Block 50 on the Tax Map of the Borough of New Providence, Union County, New Jersey.

SECOND TRACT:

- BEGINNING** at a point in the westerly side line of Academy Street, said point being distant 142.50 feet as measured southerly from the intersection of said side line of Academy Street with the southerly side line of Elkwood Avenue and running thence
- 1) South 78 degrees 37 minutes West 108.33 feet to a point; thence
 - 2) North 12 degrees 28 minutes 20 seconds West 21.00 feet to a point; thence
 - 3) South 77 degrees 31 minutes 40 seconds West 58.00 feet to a point; thence
 - 4) South 74 degrees 30 minutes West 51.25 feet to a point; thence
 - 5) North 09 degrees 44 minutes West 111.04 feet to a point in the southerly side line of Elkwood Avenue; thence

DB4188-0162

(continued)

Exhibit A

COUNTY OF UNION
CLERK
UNION COUNTY, N.J.
RECORDED

- 6) Along said side line of Elkwood Avenue, North 74 degrees 30 minutes East 212.65 feet to the intersection of said side line of Elkwood Avenue, with the westerly side line of Academy Street; thence
- 7) Along said side line of Academy Street, South 12 degrees 24 minutes 24 seconds East 142.50 feet to the point and place of BEGINNING.

BEING known and designated as Lot 14.02 in Block 50 on the Tax Map of the Borough of New Providence, in the County of Union and State of New Jersey.

BEING in accordance with a survey made by Benjamin and Wizorek, Inc., Land Surveyors, 230 Main Street, Madison, New Jersey 07940, dated May 13, 1994.

The purpose of this deed is to memorialize a minor subdivision approved by the Borough of New Providence Planning Board, via resolution adopted on June 14, 1994.



Walter Edmonds, Chairman
Borough of New Providence
Planning Board



Grace Marshall, Secretary
Borough of New Providence
Planning Board

STATE OF NEW JERSEY
AFFIDAVIT OF CONSIDERATION OR EXEMPTION
(c. 49, P.L. 1968)
OF
PARTIAL EXEMPTION
(s. 176, P. L. 1975)

ALL-STATE LEGAL SUPPLY CO.
One Commerce Drive, Cranford, N. J. 07016

567-2

To Be Recorded With Deed Pursuant to c. 49, P.L. 1968, as amended by c. 225, P.L. 1985 (N.J.S.A. 46:15-5 et seq.)

STATE OF NEW JERSEY
COUNTY OF UNION } ss.

FOR RECORDER'S USE ONLY
Consideration \$ 180
Realty Transfer Fee \$ EX
Date 12-12-94 By TM E.
*Use symbol "C" to indicate that fee is exclusively for county use.

(1) PARTY OR LEGAL REPRESENTATIVE (See Instructions #3, 4 and 5 on reverse side)
Deponent, Edwin M. Dotten, Esq., being duly sworn according to law upon his/her oath deposes and says that he/she is the legal representative of the grantee and grantor

in a deed dated November 28, 1994 transferring real property identified as Block No. 50
Lot No. 14.01 & 14.02 located at Academy Street & Elkwood Avenue,
Borough of New Providence, Union County and assessed hereto.

(2) CONSIDERATION (See Instruction #6)
Deponent states that, with respect to deed hereto assessed, the actual amount of money and the monetary value of any other thing of value constituting the entire consideration paid or to be paid for the transfer of title to the lands, tenements or other realty, including the remaining amount of any prior mortgages to which the transfer is subject or which is to be assumed and agreed to be paid by the grantee and any other lien or encumbrance thereon not paid, satisfied or removed in connection with the transfer of title is \$ _____

(3) FULL EXEMPTION FROM FEE Deponent claims that this deed transaction is fully exempt from the Realty Transfer Fee imposed by c.49, P.L. 1968, for the following reason(s): Explain in detail. (See Instruction #7.) Mere reference to exemption symbol is not sufficient.
Grantor and grantee is a municipal corporation of the State of New Jersey

(4) PARTIAL EXEMPTION FROM FEE NOTE: All boxes below apply to grantor(s) only. ALL BOXES IN APPROPRIATE CATEGORY MUST BE CHECKED. Failure to do so will void claim for partial exemption. (See Instructions #8 and #9)
Deponent claims that this deed transaction is exempt from the increased portion of the Realty Transfer Fee imposed by c.176, P.L. 1975 for the following reason(s):

- a) SENIOR CITIZEN (See Instruction #8)
 - Grantor(s) 62 yrs. of age or over.
 - One or two-family residential premises.
 - Owned and occupied by grantor(s) at time of sale.
 - No joint owners other than spouse or other qualified exempt owners.
- b) BLIND (See Instruction #8)
 - Grantor(s) legally blind.
 - One or two-family residential premises.
 - Owned and occupied by grantor(s) at time of sale.
 - No joint owners other than spouse or other qualified exempt owners.
- DISABLED (See Instruction #8)
 - Grantor(s) permanently and totally disabled.
 - One or two-family residential premises.
 - Receiving disability payments.
 - Owned and occupied by grantor(s) at time of sale.
 - Not gainfully employed.
 - No joint owners other than spouse or other qualified exempt owners.
- IN THE CASE OF HUSBAND AND WIFE, ONLY ONE GRANTEE NEED QUALIFY.
- c) LOW AND MODERATE INCOME HOUSING (See Instruction #9)
 - Affordable According to H.U.D. Standards.
 - Meets Income Requirements of Region.
 - Reserved for Occupancy.
 - Subject to Rental Controls.
- d) NEW CONSTRUCTION (See Instruction #9)
 - Entirely new improvement.
 - Not previously used for any purpose.
 - Not previously occupied.

Deponent under this Affidavit to induce the County Clerk or Register of Deeds to record the deed and accept the fee submitted herewith in accordance with the provisions of c. 49, P.L. 1968.

Subscribed and Sworn to before me this 12 day of December, 1994

Edwin M. Dotten
Edwin M. Dotten
573 Springfield Avenue
Summit, NJ 07901

Borough of New Providence
360 Elkwood Avenue
New Providence, NJ 07974

MARY S. WILSON
A Notary Public of New Jersey
My Commission Expires Sept. 22, 1995

FOR OFFICIAL USE ONLY This space for use of County Clerk or Register of Deeds.
Instrument Number 011740 County UNION
Deed Number 4188 Book 162
Deed Dated 11-28-94 Date Recorded 12-12-94

IMPORTANT - BEFORE COMPLETING THIS AFFIDAVIT, PLEASE READ THE INSTRUCTIONS ON THE REVERSE SIDE HEREOF.
This form is prescribed by the Director, Division of Taxation in the Department of the Treasury, as required by law, and may not be altered or amended without the approval of the Director.
ORIGINAL - White copy to be retained by County.
DUPLICATE - Yellow copy to be forwarded by County to Division of Taxation on partial exemption from fee (N.J.A.C. 18:16-2.12).
TRIPPLICATE - Pink copy to your file copy.

INSTRUCTIONS

1. STATEMENT OF CONSIDERATION AND PAYMENT OF REALTY TRANSFER FEE ARE PREREQUISITES FOR RECORDING OF DEED

No county recording officer shall record any deed evidencing transfer of title to real property unless (a) the consideration therefor is recited therein and in the acknowledgment or proof of the execution thereof, or (b) an Affidavit by one or more of the parties stated therein or by their legal representative declaring the consideration therefor is attached thereto for recording with the deed, and (c) a fee at the rate of \$1.75 for each \$500.00 of consideration or fractional part thereof (which fee shall be in addition to the recording fees imposed by P. L. 1968, Chapter 123, Section 2 (C. 22A-4-1.1)) shall be paid to the county recording officer at the time the deed is offered for recording. An additional fee at the rate of \$.75 for each \$500 of consideration or fractional part thereof in excess of \$150,000 of consideration shall be paid to the county recording officer.

2. WHEN AFFIDAVIT MUST BE ANNEXED TO DEED

- This affidavit must be annexed to and recorded with the deed in the event that the full consideration is not recited in both the deed and in the acknowledgment or proof of the execution thereof.
- This affidavit must also be annexed to and recorded with the deed where exemption from the fee is claimed but the reason for claiming the exemption is not clearly stated in the deed.
- Any claim for exemption from the increased fee must be supported by this affidavit and attached to the deed at the time of recording, in addition to any other documentation required by the law with respect to consideration.

3. LEGAL REPRESENTATIVE

"Legal representative" is to be interpreted broadly to include any person actively and responsibly participating in the transaction, such as but not limited to an attorney representing one of the parties; a clearing officer of a title company or lending institution participating in the transaction; a holder of power of attorney from grantor or grantee.

4. OFFICER OF CORPORATE GRANTOR OR CORPORATE GRANTEE

When a deponent is an officer of corporate grantor or grantee, the name of the corporation and the officer's title must be stated.

5. OFFICER OF TITLE COMPANY OR LENDING INSTITUTION

When a deponent is a clearing officer of a title company or lending institution participating in the transaction, the name of the company or institution and the officer's title must be stated.

6. CONSIDERATION

"Consideration" means in the case of any deed, the actual amount of money and the monetary value of any other thing of value constituting the entire consideration paid or to be paid for the transfer of title to the lands, tenements or other realty, including the tentative amount of any other mortgages in which the transfer is subject or which it is to be assumed and agreed to be paid by the grantee and any other lien or encumbrance thereon not paid, satisfied or removed in connection with the transfer of title. (P.L. 1968, c. 49, Sec. 1 as amended.)

7. EXEMPTIONS FROM THE FEE

The fee imposed by this Act shall not apply to a deed;

- For a consideration of less than \$100.00;
- By or to the United States of America, this State, or any instrumentality, agency or subdivision thereof;
- Solely in order to provide or release security for a debt or obligation;
- Which modifies or corrects a deed previously recorded;
- On a sale for delinquent taxes or assessments;
- On partition;
- By a survivor, trustee in bankruptcy or liquidation, or assignee for the benefit of creditors;
- Eligible to be recorded as an "ancient deed" pursuant to R.S. 46:16-7;
- Acknowledged or proved on or before July 3, 1968;
- Between husband and wife, or parent and child;
- Conveying a cemetery lot or plot;
- In specific performance of a final judgment;
- Releasing a right of reversion;
- Previously recorded in another county and full realty transfer fee paid or accounted for as evidenced by written instrument, attested to by the grantor and acknowledged by the county recording officer of the county of such prior recording, specifying the county, book, page, date of prior recording, and amount of realty transfer fee previously paid.
- By an executor or administrator of a decedent to a devisee or heir to effect distribution of the decedent's estate in accordance with the provisions of the decedent's will or the intestate laws of this State;
- Recorded within 90 days following the entry of a divorce decree which dissolves the marriage between the grantor and grantee.

8. EXEMPTION FROM INCREASED FEE (P.L. 1975, c. 176, Section 4 as amended.)

The following transfers of title to real property shall be exempt from payment of \$1.25 of the fee for each \$500 of consideration or fractional part thereof: 1, The sale of any one or two-family residential premises which are owned and occupied by a senior citizen, blind person, or disabled person who is the seller in such transaction; provided, however, that except in the instance of a husband and wife no exemption shall be allowed if the property being sold is jointly owned and one or more of the owners is not a senior citizen, blind person, or disabled person; 2, The sale of Low and Moderate Income Housing conforming to the requirements as established by this Act.

For the purposes of this Act, the following definitions shall apply:

"Blind person" means a person whose vision in his better eye with proper correction does not exceed 20/200 as measured by the Snellen chart or a person who has a field defect in his better eye with proper correction in which the peripheral field has contracted to such an extent that the widest diameter of visual field subtends an angular distance no greater than 20°.

"Disabled person" means any resident of this State who is permanently and totally disabled, unable to engage in gainful employment, and receiving disability benefits or any other compensation under any Federal or State law.

"Senior citizen" means any resident of this State of the age of 62 years or over.

"Low and Moderate Income Housing" means any residential premises, or part thereof, affordable according to Federal Department of Housing and Urban Development or other recognized standards for home ownership and rental costs and occupied or reserved for occupancy by households with a gross income equal to 80% or less of the median gross household income for households of the same size within the housing region in which the housing is located, but shall include only those residential premises subject to resale controls pursuant to contractual guarantee.

9. Transfers of title to real property upon which there is "new construction" shall be exempt from payment of \$1.00 of the \$1.75 fee for each \$500 of consideration or fractional part thereof not in excess of \$150,000.

For the purposes of this Act, the following definition shall apply:

"New construction" means any conveyance or transfer of property upon which there is an entirely new improvement not previously occupied or used for any purpose.

10. "REALTY TRANSFER FEE" IS A FEE IN ADDITION TO OTHER RECORDING FEES

The fee imposed under P.L. 1968, c. 49, as amended, is in addition to the usual recording fees that have been imposed by P.L. 1968, c. 123, Section 2 (C. 22A-4-1.1). The realty transfer fee is imposed upon grantors at the rate of \$1.75 for each \$500 of consideration or fractional part thereof, with an additional fee of \$.75 for each \$500 of consideration in excess of \$150,000. The fee is required to be collected by the county recording officer at the time the deed is offered for recording.

11. PENALTY FOR WILLFUL FALSIFICATION OF CONSIDERATION

Any person who shall willfully falsify the consideration recited in a deed or in the proof or acknowledgment of the execution of a deed or in the Affidavit declaring the consideration thereof annexed to a deed shall be adjudged a delinquent person (P.L. 1968, c. 49, Section 5).

Signatures. This Deed is signed and attested to by the Grantor's proper corporate officers as of the date at the top of the first page. Its corporate seal is affixed.

Attested by:

BOROUGH OF NEW PROVIDENCE,
IN THE COUNTY OF UNION

Wendi B. Barry
Wendi B. Barry Secretary

By: Harold A. Weideli, Jr.
Harold A. Weideli, Jr., Mayor

STATE OF NEW JERSEY, COUNTY OF UNION
I CERTIFY that on Nov. 28, 1994
WENDI B. BARRY, SS.:

personally came before me and this person acknowledged under oath, to my satisfaction, that:
(a) this person is the secretary of Borough of New Providence, in the County of Union, the corporation named in this Deed;

(b) this person is the attesting witness to the signing of this Deed by the proper corporate officer who is HAROLD A. WEIDELI, JR. the Mayor President of the corporation;

(c) this Deed was signed and delivered by the corporation as its voluntary act duly authorized by a proper resolution of the Borough Council of the Borough of New Providence, in the County of Union;

(d) this person knows the proper seal of the corporation which was affixed to this Deed;

(e) this person signed this proof to attest to the truth of these facts; and

(f) the full and actual consideration paid or to be paid for the transfer of title is \$ 1.00
(Such consideration is defined in N.J.S.A. 46:15-5.)

Signed and sworn to before me on
Nov 28, 1994.

Grace D. Marshall

Wendi B. Barry
(Print name of attesting witness below signature)
WENDI B. BARRY

A Notary Public of New Jersey
My Commission expires
GRACE D. MARSHALL
Notary Public of New Jersey
My Commission Expires July 12, 1998

DB4188-0164

11

DEED

Dated: November 28, 19 94

BOROUGH OF NEW PROVIDENCE,
IN THE COUNTY OF UNION,
a municipal corporation of the
State of New Jersey,

011742

TO

Grantor.

BOROUGH OF NEW PROVIDENCE,
IN THE COUNTY OF UNION,
a municipal corporation of the
State of New Jersey,

Grantee.

Record and return to:

HARTLAUB, DOTYEN,
CONNELLY & TERRY, P.C.
COUNSELLORS AT LAW
573 SPRINGFIELD AVENUE
P.O. DRAWER 310
SUMMIT, NEW JERSEY 07902-0310
(908) 273-5700

RT 1100

DB4188-0166

END OF DOCUMENT

Web Services provide the ePrint service on your printer, which allows you to print email messages and attachments sent to the printer. To learn more about Web Services, visit www.hpprintcenter.com.



Web Services are not setup OR Web Services have been removed

To use ePrint, Web Services needs to be set up. Also, ensure these:

- The printer and computer are properly set up on the same network.
- The printer is connected to the Internet via wired or wireless network, and the Internet connection is working properly.

Set up Web Services using one of these methods

- HP printer software on your computer
- EWS (Embedded Web Server) or Printer's home page

To set up ePrint using the HP printer software

Windows

1. On the computer, click Start, select Programs or All Programs, click HP, click the folder for your printer, and then select the icon with your printer's name.
2. Double-click Web Connected Solutions, and then double-click ePrint Setup.
3. In EWS, click the Web Services tab.
4. On the Web Services tab, click Setup in the Web Services Settings section.
5. Click Accept Terms of Use and Enable Web Services, and then click Next.
6. Click Yes to allow the printer to automatically check for and install updates.
7. If your network uses proxy settings, enter those settings when connecting to the Internet.
8. After the printer connects to the ePrint server and registers the printer, an information page will be printed. Follow the instructions on the information page to complete the setup.

Note: Take note of the email address of the printer on one of the information pages printed.

Mac OS X

To set up ePrint, use EWS

To set up Web Services using the EWS (Embedded Web Server) or Printer's home page

1. Windows

Open the EWS by typing <http://LWP022> in a supported web browser on your computer.

MAC OS X

Open the EWS by typing <http://LWP022.local> in a supported web browser on your computer.

2. Follow step 3 onwards under the Windows section.

After setting up Web Services

- Pressing the ePrint button on the printer prints an information page which contains the email address of the printer.
- Check the setup by sending an email to the printer's email address. If done properly, the printer will print the email message or attachment.
- For more information about the behaviors of printer lights, refer to the user guide (available on your computer after the HP printer software is installed).